portability pursuant to section 251(e)(2) of the Telecommunications Act extends only to permanent, or long term number portability established pursuant to section 251(b)(2), and not to RCF or DID, which are wholly intrastate functionalities. Pricing for RCF and DID remains the exclusive jurisdiction of the LPSC. For this reason, the Commission's current guideline for interim number portability cost recovery is pending for reconsideration before the Commission. In the same order in which it established its guideline for cost recovery for interim (which the FCC rules and order describe as "currently available" or "transitional measures of") number portability, the FCC noted that "the Louisiana PSC has adopted a two tiered approach to pricing of currently available measures. In the first instance, carriers are permitted to negotiate an appropriate rate. If the parties cannot agree upon a rate, the PSC will determine the appropriate rate that can be charged by the forwarding carrier based on cost studies by the carrier." 11 FCC Rcd 8352, 8416 (1996) at ¶ 123. BellSouth's "charges for interim number portability" in Louisiana have either been negotiated to an appropriate rate with interconnecting carriers, or are the rates established as appropriate by the LPSC after reviewing BellSouth's cost studies. No party has exercised any of the options for seeking relief of state interim number portability pricing rules which the FCC established in the same order in which it acknowledged the LPSC's cost recovery mechanism and adopted its interim number portability cost recovery guideline. 11 FCC Rcd at 8423, ¶ 139.

DID Numbers

47. AT&T complains that their end user customers subscribing to BellSouth's Direct Inward Dialing (DID) service are required to purchase DID in blocks of 20

numbers and that purchase of less than 20 number blocks requires a special assembly. (AT&T Hassebrock Affidavit at 49-53). This, of course, is a state pricing issue involving lawfully filed state tariffs. Any customer that purchases BellSouth's DID service is subject to the tariffed rates, terms and conditions which are based upon blocks of 20 numbers. Any customer desiring DID under different terms or conditions must make their request via a special assembly. The prices quoted by Ms. Hassebrock are the special assembly prices.

48. AT&T appears to confuse DID service purchased by a customer directly from BellSouth with a CLEC's use of DID for interim number portability. When DID numbers are ported via interim number portability, BellSouth only charges the CLEC the applicable cost-based interim number portability charges. However, the same customer may purchase Digital Link service from AT&T and purchase other services from BellSouth. When an end user customer purchases DID from BellSouth, the tariff charges apply, or the special assembly rates apply if the service is provided in less than 20-number blocks. It is appropriate and reasonable under such circumstances that BellSouth retain a relationship with the end user customer that purchases BellSouth's tariffed services from BellSouth.

Additional Discount - Operator Services

49. Sprint claims that resellers that provide their own operator services should receive an additional wholesale discount. (Sprint at 43). Sprint contends that BellSouth unlawfully discriminates against resellers that provide operator services and criticizes BellSouth for filing its Section 271 application "while the LPSC is in the process of considering this critical issue." The LPSC is not reconsidering this

issue. After duly considering all of the evidence proffered by the parties in the resale cost study Docket No. 22020, including evidence from BellSouth that its operator services are not "avoided" costs for purposes of section 252(d)(3), the LPSC adopted its consultant's avoided cost study which did not treat operator service costs as avoided costs. In Order No. 22020 dated November 12, 1996, the LPSC concluded that the 20.72% discount yielded by that study met the requirements of state and federal law.

CSAs - Aggregation of Traffic

50. AT&T complains that BellSouth refuses to permit resellers to aggregate the traffic of AT&T's end users in order to qualify for volume discounts via CSAs. (AT&T at 71-72). CSAs are BellSouth's response to the presence of a competitive alternative. A CSA merely provides a tariffed service at below tariff rates based on the specific customer's situation. It is important to remember that an existing CSA that is subsequently resold to a CLEC was initially contracted with BellSouth by the end user customer on the basis of the terms and conditions of the underlying tariff. If the underlying tariff prohibits aggregation of traffic, then AT&T's adoption of that CSA does not change that fact. AT&T is also bound by the terms and conditions of the underlying tariff.

CSAs - Similarly Situated Customers

51. A reseller shall only resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when

quantity of use, time of use, manner of service and costs of rendering service are the same. (AT&T at 72-73).

CSAs - Transfer Charges

52. To clarify BellSouth's position regarding the application of transfer charges when a CSA is resold, BellSouth does not apply termination charges when the reseller assumes all of the terms and conditions of the CSA. In some cases, the CSA contract may contain transfer charges. If so, then those charges would apply when the CSA is transferred. Otherwise, tariffed transfer service charges would apply.

Miscellaneous

53. BellSouth does not impose unreasonable or discriminatory conditions or limitations on the resale of its telecommunications services in violation of Section 251(c)(4) of the Act or the Commission's rules.

54. BellSouth does not and will not favor itself over other carriers when provisioning access to poles, ducts, conduits and rights-of-way.

IV. PUBLIC INTEREST

55. State Communications and OmniCall claim that BellSouth's representatives are unhelpful and make disparaging remarks about their companies to customers. (State Communications at 2-3, OmniCall at 3-4). BellSouth instructs its retail customer service representatives, as well as all employees, to not make disparaging remarks or to criticize any competitors to end users. BellSouth's

policy is to treat all CLECs on an equitable basis with BellSouth's retail end users. All BellSouth managers who have customer service responsibilities or who provide direct support to customer-affecting operations must include in their performance objectives a commitment addressing service equity. Further, executive letters are sent periodically to all employees to reinforce BellSouth's policy.

56. MCI complains that BellSouth contacts its retail customers and solicits "freezes" on their CPNI in order to make this information unavailable to CLECs. (MCI at 89-90). BellSouth does not actively solicit its retail customers concerning "freezing" access to CPNI. Further, the Commission's recent order (CC Docket No. 96-115) which set forth the Commission's rules and procedures relating to carriers' use of CPNI, gives any carrier the right to receive a customer's CPNI upon notification (either oral or written) to the ILEC that the customer has given the carrier approval. BellSouth is in full compliance with section 222 of the Act and the FCC rules and continues to provide CLECs with Customer Service Records upon request.

57. Radiofone states that it has a pending complaint proceeding, Radiofone, Inc. V. BellSouth Mobility, Inc., E-88-109 that was filed Aug. 2, 1988. (Radiofone at 1). BellSouth Mobility responded to Radiofone's complaint on September 8, 1988, and a series of pleadings have been filed by both sides. Radiofone's allegations relate to roaming charges that BellSouth Mobility charged Radiofone for a period of time that ended in 1990. Although the Wireless Bureau attempted to decide the matter in 1996, the Commission has not chosen to rule on the case. Radiofone's

complaint predates the Act and has nothing to do with checklist compliance.

58. This concludes my affidavit.

I hereby swear that the foregoing is true and correct to the best of my information and belief.

Alphonso J. Varner
Senior Director
Regulatory
BellSouth Telecommunications, Inc.

Subscribed and sworn to before me this 16
day of August, 1998.

Notary Public

Notary Public, Fulton County, GA
My Commission Expires Sept. 10, 2000

Exhibit AJV-1

Louisiana Public Service Commission
Sprint Arbitration Order U-22146
January 15, 1997

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

SPRINT COMMUNICATIONS COMPANY, L.P. **DOCKET U-22146**
ex parte

IN RE: PETITION FOR ARBITRATION OF INTERCONNECTION WITH BELLSOUTH TELECOMMUNICATIONS, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT NUMBER 47 U.S.C. 252 OF 1996

ORDER U-22146
(Decided January 15, 1997)

In February, 1996 Congress passed the Telecommunications Act of 1996[1] (the "Act" or the "federal Act"), which adopts a framework to open all local telecommunications markets to competition by requiring incumbent local telephone companies ("ILECs") to provide to competitors ("CLECs") interconnection and access to unbundled network elements.[2] The Act also required the Federal Communications Commission ("FCC") to promulgate rules effectuating the Act within six (6) months. The FCC ultimately issued its Order 96-325 (the "FCC Order"). Numerous parties, including this Commission, filed appeals from the FCC Order[3]. The United States Eighth Circuit Court of Appeals has issued a stay of certain portions of that Order pertaining principally to pricing and the so called "pick-and-choose"or "most favored nations" provisions pertinent to discussion of

[1]Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, *to be codified at* 47 U.S.C. §§ 151 *et. seq.*

[2]"Interconnection" is the physical joining of two networks for the purposes of transmitting calls between them. "Unbundled network elements" are the individual components of the network, including both equipment and functions, that are used in various combinations to provide telephone services.

[3]*Iowa Utilities Board, et al v. FCC*, Docket No. 96-3321, United States Court of Appeal for the Eighth Circuit.

Issue 1, below. The FCC appealed the Eight Circuit's Stay Order to the United States Supreme Court, which declined to reverse the stay. However, those portions of the FCC Order which were not stayed are presently binding, and are utilized to resolve several of the issues presented herein.

Under the Act, incumbent local phone companies are under an affirmative duty to engage in good faith negotiations to establish the terms and conditions of an Interconnection Agreement with any requesting party. Should such negotiations fail to lead to the execution of an Interconnection Agreement, 47 U.S.C. §252(b) provides either party with the right to petition the State Public Service Commission to "arbitrate any open issues." The Commission must then resolve these issues in accordance with §§251 and 252 of the Act within ninety days of receipt of such a Petition, subject to review by the federal district courts.

Sprint Communications Company ("Sprint") initiated this arbitration proceeding seeking rates, terms and conditions for a proposed agreement between itself and BellSouth Telecommunications, Inc ("BellSouth"), by filing a Petition for Arbitration with the Louisiana Public Service Commission (the "Commission") on September 23, 1996. Sprint asked the Commission to conduct arbitration proceedings pursuant to Section 252(b) of the Act to resolve issues that have been the subject of negotiations commenced by formal request on April 15, 1996.

In its Petition for Arbitration, Sprint initially asked the Commission to resolve approximately fifty (50) issues. However, ongoing negotiations between BellSouth and Sprint led to the resolution of all but eight (8) of these issues. Hearing was held on November 21, 1996 before Brian A. Eddington, who subsequently issued his Report and Recommendation, which was considered by the Commission at its Open Session held on January 15, 1997. Following debate, the Commission voted to accept the Report and Recommendation, subject to amendment.

ANALYSIS OF THE ISSUES PRESENTED FOR REVIEW:

ISSUE 1: Should Sprint be allowed to "Pick and Choose" any individual rate, term or condition of any particular service from any given agreement negotiated or arbitrated by BellSouth with other CLECs?

The federal Act, at 47 U.S.C. §252(I), provides that:

> A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

Sprint's position is that this provision authorizes it to select individual interconnection terms, rates and conditions from any previously approved BellSouth interconnection agreement. Sprint refers to this concept as "Most Favored Nations," while most parties prefer the more descriptive "Pick and Choose" title. Sprint submits that "Most Favored Nations rights are provided to entrants on the face of the statute itself," citing with approval ¶1316 of the FCC Order, which likewise adopted the "pick and choose" interpretation of §252(I).

As was noted in the preliminary discussion of the procedural background of this matter, numerous appeals of the FCC Order were taken following its issuance. Moreover, this Commission was one of four States which applied to the Eighth Circuit Court of Appeals for a stay of the FCC Order. In an Order dated October 15, 1996, the Eighth Circuit stayed several portions of the FCC Order, specifically including the provisions applying the "pick and choose" concept to §252(I). In analyzing this portion of the FCC Order, the Eighth Circuit specifically stated:

> "[w]hen the FCC promulgated its rules, it expanded the statutory language of §252(I) to include 'rates, terms and conditions.'"

In this simple sentence the Eighth Circuit pointed to the fallacy of Sprint's current position. Simply put, §252(I) makes absolutely no provision whatsoever for "picking and choosing" rates, terms or conditions. Furthermore, in addition to its finding that there was no statutory basis for applying the "pick and choose" provisions of §252(I) to rates, terms, or conditions, the Eighth Circuit also noted the practical problems with such a rule:

> The petitioners' objection is that the rule would permit the carriers seeking entry into a local market to "pick and choose" the lowest- priced individual elements and services they need from among all of the prior approved agreements between that LEC and other carriers, taking one element and its price from one agreement and another element and its price from a different approved agreement. Moreover, if an LEC and Carrier A, for example, reach an approved agreement, and then the LEC and a subsequent entrant, Carrier B, agree in their agreement to a lower price for one of the elements or services provided for in the LEC's agreement with Carrier A, Carrier A will be able to demand that its agreement be modified to reflect the lower cost negotiated in the agreement with Carrier B. Consequently, the petitioners assert that the congressional preference for negotiated agreements would be undermined because an agreement would never be finally binding, and the whole methodology for negotiated and arbitrated agreements would be thereby destabilized.

Accordingly, at least until such time as a final judgment reversing the Eighth Circuit's Stay Order and affirming the FCC Order's provisions as to "pick and choose" issues, Sprint's request for "Most Favored Nation" or "pick and choose" rights is rejected as being unsupported by the Act

ISSUE 2: Should Sprint be allowed to establish a single Point of Interconnection for each LATA?

The Point of Interconnection ("POI") is the actual physical location where the network of one provider is connected to the network of another. Sprint's position is that it is entitled to have the option of routing all of its traffic via a single trunk group to one BellSouth access tandem in a particular LATA so that it can "be economically efficient in order to sustain its local market entry." *See* Sprint's Post-Hearing Brief, at 6. BellSouth points out that many LATAs are served by more

than one access tandem due to traffic volumes, and that some of Sprint's traffic will be destined for end offices designated to be served by other BellSouth access tandems in the LATA than the one they have chosen as their POI. It is BellSouth's position that each CLEC should be required to identify a unique trunk group for each access tandem that serves the end office for which the Sprint traffic is destined. BellSouth goes on to point out that "[i]f all traffic were to be delivered to only a single access tandem in a LATA where multiple access tandems exist, local calls could traverse up to four switches (two end offices and two access tandem offices) in order to reach the terminating end user customer, thereby creating the need for multiple access switching charges and the increased potential for dialing delays, points of failure and traffic congestion."

The Act, at §251(c)(2), expressly obligates ILECs to provide interconnection with their networks at any "technically feasible point." Resolution of this issue therefore hinges on the definition of "technically feasible." This question was the subject of extensive analysis appearing at §IV(E) of the FCC Order. Following analysis of the Act, the FCC found that "the term 'technically feasible' refers solely to technical or operational concerns, rather than economic, space or site considerations." As such, the fact that utilization of a single POI per LATA will result in multiple access switching charges has no bearing on technical feasibility. Nor does the potential for increased post dialing delays, points of failure and traffic congestion bear on technical feasibility, as such are the inevitable result of increased network traffic. Simply put, 47 U.S.C. §251(c)(2) expressly obligates ILECs to provide interconnection with their networks at any "technically feasible point," and it is, in fact, technically feasible to connect to the network at a single POI per LATA.

ISSUE 3: Should Sprint be allowed to interconnect with BellSouth's network at a "mid-span" meet rather than an access tandem or end office?

Sprint alleges that it needs the ability to interconnect with BellSouth through the most efficient means possible in order to sustain local market entry in Louisiana, and that the use of mid-span meets will play an important role in ensuring that Sprint implements an efficient local network. In its Post-Hearing Brief, Sprint stated that "[m]id-span meets are certainly technically feasible, since BellSouth admits that it utilizes mid-span meets with other incumbent local exchange carriers today. Accordingly, since the FCC in its First Report and Order has required incumbents to provide interconnection through any technically feasible method, this Commission should also require BellSouth to interconnect with Sprint in the requested manner." *Id.*, at 7.

In contrast, BellSouth contends that "CLECs should establish their POIs at appropriate points within the network to comport with minimum standards of technical feasibility regarding network reliability and security. Physical interconnection must be at a clear point where each party can maintain service and retain accountability for its own network. Also, these point must not be established in a manner that conflicts with the evolution of the network. Mid-span or mid-air meets will compromise BellSouth's ability to retain control of its network by requiring BellSouth to implement and maintain a vast array of additional equipment types and configurations in order to interconnect with all new entrants. The consequence of this arrangement would be increased costs and decreased network reliability and efficiencies, all of which would have adverse effects on the end user." *See* BellSouth's Post-Hearing Brief, at p. 5.

As noted in discussion of the previous issue, the Act, at §251(c)(2) expressly obligates ILECs to provide interconnection with their networks at any "technically feasible point." Resolution of this

issue therefore also hinges on the definition of "technically feasible." As was previously noted, the FCC Order, at §IV(E), found that "the term 'technically feasible' refers solely to technical or operational concerns, rather than economic, space or site considerations." It went on to "conclude that the obligations imposed by sections 251(c)(2) and 251(c)(3) include modifications to incumbent LECs facilities to the extent necessary to accommodate interconnection or access to network elements." *Id.*, at ¶198. The FCC Order also provides that "successful interconnection or access to an unbundled element at a particular point in a network, using particular facilities, is substantial evidence that interconnection or access is technically feasible at that point, or at substantially similar points in networks employing substantially similar facilities." *Id.*, at ¶204. The FCC Order does, however, state that "legitimate threats to network reliability and security must be considered in evaluating the technical feasibility of interconnection or access to incumbent LEC networks." *Id.*, at ¶203.

The record compiled in this matter clearly demonstrates that mid-span meets satisfy this technical feasibility standard, as is clearly evidenced by the fact that BellSouth currently uses mid-span meets itself. While BellSouth's concerns about maintaining service and retaining accountability for its own network appear to be genuine and are legitimate, they can be resolved through the "implement[ation] and maintain[ence of] a vast array of additional equipment types and configurations in order to interconnect with all new entrants." *See* BellSouth's Post-Hearing Brief, at p. 5. Although the costs of deploying such technology might admittedly be inordinately expensive, all costs prudently incurred by BellSouth in deploying such technology would have to be borne by Sprint, and such purely economic concerns have no bearing on the question of "technical feasibility." As such, Sprint shall be allowed to interconnect with BellSouth's network at a "mid-span" meet rather than

an access tandem or end office, subject to its obligation to bear all costs prudently incurred by BellSouth to provide such interconnection.

ISSUE 4: Should Sprint be permitted to mix different traffic types over the same trunk group that interconnects with BellSouth's network?

Sprint has requested authority to mix different traffic types, such as local, toll and wireless, on the same trunks, alleging that such "will enable Sprint to install a more efficient, less costly network and hence to be a more efficient provider of local service." BellSouth responds by pointing out that each of the referenced traffic types carries a different rate, and noting that only by using separate trunk groups for diverse traffic types can BellSouth and Sprint ensure that the diverse traffic is accurately identified and recorded for billing purposes. In response to this concern, Sprint has offered to share the appropriate billing records with BellSouth and to submit "pertinent percentage usage factors for the traffic in question." However, utilization of "percentage of use" factors can only result in an estimation of actual usage. Sprint acknowledges as much when it states, at page 8 of its Post-Hearing Brief, that "BellSouth should be willing to mix different traffic types with the understanding that the parties will continue to work together to eliminate possible billing problems."

As with the previous matter, resolution of this issue hinges upon the meaning of "technically feasible." The FCC Order interpreting this phrase (see discussion, above) specifically states that "[e]ach carrier must be able to retain responsibility for the management, control and performance of its own network." *Id.*, at ¶203. As the mixing of different traffic types over the same trunk group that interconnects with BellSouth's network will, given current technological limitations, inevitably lead to BellSouth's loss of management and control of its own network, the mixing of different traffic types over the same trunk group is not technically feasible, at present. As such, Sprint may

not mix different traffic types over the same trunk group that interconnects with BellSouth's network until such time as technology is available to provide accurate billing or until such time as BellSouth agrees to or it becomes evident by its operation in other States that BellSouth is capable of providing such service.

ISSUE 5: How should BellSouth handle misdirected service calls from Sprint customers?

Sprint's position, according to witness James Burt, is that when BellSouth gets a misdirected call from a Sprint customer, BellSouth should be required to route the call to Sprint, either using automated call-transferring or by volunteering to transfer the customer to Sprint. BellSouth, in its Post-Hearing Brief, states that it "agrees with Sprint that the customer should be handled appropriately, politely and efficiently, but disagrees that this necessarily translates into an obligation that BellSouth itself connect the customer to Sprint." *Id.* at p. 7-8. BellSouth goes on to state that it has committed to handle these calls by having its service representatives indicate to the customer that he has called BellSouth in error and needs to call his local service provider, and if the customer asks for the identity and phone number of the provider, BellSouth will give that information.

Under §251(c)(1) of the Act, BellSouth was under an affirmative obligation to negotiate in good faith the particular terms and conditions of agreements to fulfill the following duties: resale; number portability; dialing parity; access to rights-of-ways; reciprocal compensation for call transport and termination; interconnection; unbundled access; resale notice of changes; and collocation. *See* 47 U.S.C. §251(b)(1-5) and (c)(2-6). This listing is exclusive, and an ILEC is only obligated to negotiate as to those issues. The Act goes on to provide, at §252(b), that any party may petition a State Commission to arbitrate and "open issues." Restated, the only issues that are properly subject to arbitration are those specifically enumerated as being the subject of mandatory good faith

negotiations at §251(b)(1-5) and (c)(2-6). Even a casual review of the Act will readily disclose that it contains no provisions regarding forwarding of misdirected customer calls. As such, this issue is beyond the proper scope of arbitration. However, as it has expressed its willingness to do so on the record, whenever BellSouth receives a misdirected service call it shall indicate to the customer that he has called BellSouth in error and needs to call his local service provider, and if the customer asks for the identity and phone number of the provider, BellSouth it is give that information.

ISSUE 6: Should BellSouth be required to utilize predetermined measures of service quality, and to indemnify Sprint for lapses in service quality?

As was noted in discussion of Issue 5, BellSouth was under an affirmative obligation to negotiate in good faith the particular terms and conditions of agreements to fulfill *only* those duties of providing interconnection, resale of services or unbundling of network elements, as is specifically enumerated in §251(b)(1-5) and (c)(2-6) of the Act. Likewise, this Commission's jurisdiction in these arbitration proceedings is limited to resolution of issues appearing on that exclusive listing. Review of the Act discloses that the requested contractual language governing service quality standards and indemnification are not among those issues specifically enumerated for negotiation and arbitration, and this issue is therefore inappropriate for arbitration, and should properly be addressed on a case-by-case basis in an appropriate forum.

Furthermore, this Commission has already adopted comprehensive service quality standards in its General Order dated March 15, 1996, entitled "Regulations for Competition in the Local Exchange Market." Neither party has shown these standards to be insufficient or the need for additional standards. No additional regulations relative to service quality appear to be necessary at present.

ISSUE 7: Should Sprint have electronic access to BellSouth's customer service record database during the "pre-ordering" phase?

Sprint has requested direct electronic access to BellSouth's customer service record database for use during the "pre-ordering" phase. Sprint witness James Burt stated the company's position on this issue as follows:

> Sprint feels that it's necessary to have this information to effectively sell and install local service for our customers, and what we're asking is that once Sprint has obtained a customer that BellSouth provide that [customer service] information to Sprint. If we have that information, we'll be able to install service for the customer without any discontinuance of the service that he has and in a lot of cases as an end user, they don't necessarily know what services they have or all the services that they have, so there's a potential for when [sic] Sprint places an order some of that is missed.

In short, Sprint feels that it must have direct electronic access to BellSouth's customer service records in order to effectively market its services. BellSouth's position is that it cannot, at present, technically devise a way to provide Sprint on-line electronic access to newly-converted Sprint customer service records without also giving Sprint access to all other customer service records in its data base, including the records of BellSouth customers and other CLEC customers. On cross examination Sprint witness James Burt acknowledged that it would be "inappropriate" for Sprint to have the ability to look at other records in the customer data bases.

Sprint is not entitled to direct entitled to direct electronic access to BellSouth's customer records pursuant to this Commission's General Order dated March 15, 1996, entitled *Louisiana Public Service Commission Regulations for the Local Telecommunications Market*, §1201(B)(11). However, BellSouth is directed to accept three-way calls from Sprint and the customer and, upon receipt of the customers express consent, disclose the customer's current services and features. Also, BellSouth should implement an electronic "switch as is" process by which it shall switch all services

and features subscribed to by a particular customer over to Sprint upon receipt of appropriate customer authorization[4].

ISSUE 8: Should BellSouth Advertising and Publishing Company be required to permit Sprints name and logo to appear on directory covers?

The record compiled in this matter establishes that BAPCO and BellSouth are affiliates, both being subsidiaries of their parent holding company, BellSouth Corporation. BAPCO is the sole party responsible for publication of directories, which it then provides to BellSouth for distribution. BAPCO is engaged in no other business than the publication of directories. BellSouth exercises no control over the operations of BAPCO.

As was noted in discussion of previous issues, BellSouth was under an affirmative obligation to negotiate in good faith the particular terms and conditions of agreements to fulfill *only* those duties which were specifically enumerated in §251(b)(1-5) and (c)(2-6) of the Act. This Commission's authority is likewise limited to resolution of issues appearing on that exclusive listing. At no point in §251 of the Act, or anywhere in the Act for that matter, does the issue of directory covers appear. Such an issue does not even bear a casual relationship to any of the issues subject to mandatory negotiation (and therefore arbitration) appearing in §251(b)(1-5) and (c)(2-6) of the Act.

Furthermore, Sprint has instituted these arbitration proceedings with BellSouth *Telecommunications, Inc.*, while the directories are published exclusively by BellSouth *Advertising and Publishing Corp.* Although affiliates, each of these parties have separate and distinct corporate identities that must be recognized. Simply put, ordering BellSouth (Telecommunications, Inc.) to place Sprint's logo on directory covers would be meaningless, because BellSouth doesn't publish

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[4] See Consumer Protection provision's of this Commission's General Order dated March 15, 1996, §1201(B)(2).

directories, BAPCO does. Even if Sprint had named BAPCO as a party to these proceedings, its request would have to be denied, as BAPCO is not subject to this Commission's jurisdiction in conducting the present arbitration. Under the Act, the duty to negotiate is only imposed on incumbent local exchange carriers. *See* 47 U.S.C. §251(c)(1). This Commission's jurisdiction in the instant proceeding is limited to arbitration of any "open issues" from negotiations between an ILEC and CLEC. *See* 47 U.S.C. §252(b)(1). In short, BAPCO was not subject to compulsory negotiation under the federal Act, as it is not an ILEC.

As the issue of directory cover logo placement is not properly the subject of arbitration under the federal Act; as BellSouth has no ability to control or direct the placement of names or logos on directory covers, and as BAPCO, the sole party responsible for publication of the directories in question, is not jurisdictionally subject to arbitration under the Act, Sprint's request for an order directing the placement of its name and logo on the directory cover is dismissed.

Accordingly, for all of the reasons set forth above, it is hereby ORDERED:

Sprint is not entitled to "pick and choose" any individual rate, term or condition of any particular service from any given agreement negotiated or arbitrated by BellSouth with other CLECs;

BellSouth shall allow Sprint to interconnect with its network at a single POI per LATA, subject to Sprints obligation to pay appropriate multiple access switching charges in circumstances multiple access tandems exist;

BellSouth shall allow Sprint to interconnect with its network at a "mid-span" meet rather than an access tandem or end office, subject to its obligation to bear all costs prudently incurred by BellSouth to provide such interconnection;

Sprint's request to mix different traffic types over the same trunk group that interconnects with BellSouth's network is denied, subject to Sprint establishing in subsequent proceedings that technology is available to provide accurate billing or when BellSouth agrees to or it becomes evident by its operation in other States that BellSouth is capable of providing such service;

BellSouth shall, when receiving misdirected service calls, indicate to the customer that he has called BellSouth in error and needs to call his local service provider, and if the customer asks for the identity and phone number of the provider, BellSouth it is give that information;

Sprint's request for establishment of predetermined measures of service quality, and to indemnify Sprint for lapses in service quality are dismissed as beyond the proper scope of arbitration;

Sprint's request for electronic access to BellSouth's customer service records is denied, but BellSouth is directed to accept three-way calls from Sprint and the customer and, if the customers consent is expressly given to BellSouth, disclose the customer's current services and features. Also, BellSouth should implement an electronic "switch as is" process by which it shall switch all services and features subscribed to by a particular customer over to Sprint upon receipt of appropriate customer authorization; and

Sprint's request for placement of its name and logo on directory covers is denied.

BY ORDER OF THE COMMISSION
BATON ROUGE, LOUISIANA
JANUARY 29, 1997

DON OWEN DISSENTING
DISTRICT V
CHAIRMAN DON OWEN

/s/ IRMA MUSE DIXON
DISTRICT III
VICE-CHAIRMAN IRMA MUSE DIXON

/s/ DALE SITTIG
DISTRICT IV
COMMISSIONER DALE SITTIG

/s/ JAMES M. FIELD
DISTRICT II
COMMISSIONER JAMES M. FIELD

SECRETARY

/s/ JACK "JAY" A. BLOSSMAN
DISTRICT I
COMMISSIONER JACK "JAY" A. BLOSSMAN, Jr.

Exhibit AJV-2

BellSouth Software Development Request for Call Hold Feature

BellSouth
Software Development Request

This form is used to request software development for supported switch network elements. Use the TAB Key to move between fields that are to be completed by the originator. All other fields will be completed by the Customer Point of Contact (CPOC). Select F1 at any field for more information and help.

Section 1. General Information

Feature ID	Feature Name
30898	Call Hold

Completed By	Phone	Date Completed
Deborah C. Holter	404-529-5837	11/21/97

Issue Date ~~Complete~~ d	Response Due	Price Type	Issue Note
11/21/97	12/15/97	Inquiry	Initial request.

Ubiquity	
Will BellSouth still deploy the requested feature even though it may not be developed in all requested Switch Types?	Yes

Information Sharing & Non-Disclosure	
Do you want this request shared with the Supplier's other customers?	Yes
Does the description associated with this request contain any information which must be protected by a non-disclosure agreement with our Suppliers?	No

Contacts	Name	Phone
Client	Deborah C. Holter	404-529-5837
Technical SME	Deborah C. Holter	404-529-5837
OAM&P Contact		

Section 2. Timing

In the table below, check each switch type where development is being requested. For all checked switch types provide an estimate of the quantity of switches where the feature will be deployed and the desired general availability (GA) date. The Software Release will be added by the CPOC.

Switch Type	How Many Switches?	Desired GA Date	Software Release
☒ DMS100	All		NA006